

**Santa Fe Municipal DWI/Drug Court Program
Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into by and between the Municipal Court, the Santa Fe Police Department, and the City of Santa Fe:

1.) The Municipal Court and participating agencies shall sign an MOU annually that describes team member roles and duties; commits to the DWI/Drug Court Philosophy and practices, ongoing system improvement, and collaboration; and specifying what information shall be shared to ensure the continuity of care and all legal policies, including confidentiality and other standards necessary to the operation of the DWI/Drug Court.

2.) All participating agencies shall follow all applicable standards and laws related to confidentiality, to include but not be limited to New Mexico state law which requires that all health information remain confidential and in compliance with federal regulations; in particular, the Health, Insurance Portability and Accountability Act of 1996 (HIPPA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act).

3.) Participating agencies shall cooperate with our efforts to establish a DWI/Drug Court which meets the standards of the Code of Conduct for Treatment team Members (TCMs).

4.) Each agency shall, if funding is available, assign staff and alternates to be designated to the DWI/Drug Court based on personal interest, interpersonal skills, motivation and professional abilities within their job description.

5.) If feasible, agencies shall make staff assignments to the DWI/Drug Court for a minimum of two years to ensure stability and continuity of day-to-day operations and to strengthen collaborative relationships between key professionals.

6.) The Municipal Court and participating agencies shall support the DWI/Drug Court by making appropriate adjustments to internal policies, practices and procedures to ensure successful day-to-day operation.

7.) Agencies shall cooperate with the collection and maintenance of statistical and evaluation information based on statewide standards.

8.) The Municipal Court and participating agencies shall engage in cross training and interdisciplinary education.

9.) A family-centered approach should be utilized.

10.) Agencies shall acknowledge that sharing and disseminating information with each other and the Municipal Court is vital to the progress of the DWI/Drug Court's participants and the overall success of the program. In creating this alliance and uniting in a single goal of addressing substance abuse, we are pledged to enhance communication and effective collaboration between the Municipal Court, Law Enforcement, Service Providers and Treatment programs to provide access to a continuum of alcohol, drug and other treatment related rehabilitative services in our community.

11.) Term: This MOU shall terminate on September 30, 2022, unless terminated pursuant to paragraph 12.

12.) Termination: This agreement may be terminated upon 30 days written notice to the other parties.

13.) New Mexico Tort Claims Act: Any liability incurred by the City of Santa Fe in Connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, section 41-4-1, et. seq. NMSA 1978, as amended. The city and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation, of liability pursuant to law. No provision in this agreement modifies or waives any provision of the New Mexico Tort Claims Act.

14.) Appropriations: The terms of this agreement and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the city council for the performance of this agreement. If sufficient appropriations and authorization are not made by the legislature, this agreement, and any orders placed under it, shall terminate upon written notice being given by the city to the Contractor. The city's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the city proposes an amendment to the agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty days of receipt of the proposed amendment.

15.) Notices: Any notice required to be given to either party by this MOU shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified return receipt requested, postage.

Roles and Responsibilities

Judge - Presides over the DWI/Drug Court proceedings, ensures the program remains a stable and consistent special docket, monitors appropriate application of sanctions, incentives and general due process.

Program Coordinator - Responsible for case management functions, assesses participant needs and provides linkage to address those needs, coordinates ancillary services and pro-social connections, makes referrals as necessary as well as coordinating activities of the team on behalf of the judge, supervising participant engagement, and providing consolidated reports to the team. The coordinator may also administer brief screening instruments designed to identify participants requiring more in-depth clinical assessments.

Treatment Providers - Conduct screenings and assessments to assure participants meet the clinical criteria for participation in the program, provide drug test collection and reports, identify and provide a continuum of care for participants while advocating on the participant's behalf and for the integrity of the court.

Prosecutor - Screens cases and determines whether a defendant is legally eligible for the DWI/Drug Court program, files all required legal documents, agrees that a positive drug test or open admission of substance use will not result in the filing of additional charges based on that drug test or admission; works collaboratively with the team to decide on a team response to participant behavior including incentives, sanctions or termination.

Defense Counsel - Reviews all relevant court and charging documents to advise the potential participant as to the nature and purpose of the DWI/Drug court, the rules governing participation, the merits and long-term benefits of the program, consequences of non-compliance, explain any relinquishing of rights, advise participants on alternative options and work collaboratively to decide on a team response to incentives, sanctions and terminations.

Santa Fe Police Department Liaison - Is a liaison between the DWI/Drug court program and the local police department. This Officer will review the background of potential participants, follow-up on warrants issued through the DWI/Drug Court, assist in detention of participants as a sanction and communicate any non-compliance or detrimental behaviors observed on duty in the community.

Code of Conduct for Treatment Court Team Members (TCTMs) (Appendix I of the NM Treatment Court standards):

I-1 At all times in the execution of all official duties, TCTMs shall act in a professional, respectful and courteous manner. This duty extends to interactions with program participants and others with whom the TCTMs come into contact on official duty such as participant's family, criminal justice and behavioral health partners, and other TCTMs.

I-2 Unlawful discrimination, retaliation and harassment toward a participant is unacceptable; nor shall retaliation against a person filing a complaint, participating in an investigation, or reporting such discrimination or harassment be tolerated, even if there are no findings. Violations of these protections are grounds for disciplinary action, termination of employment/contract, and/or reporting to local law enforcement or other appropriate entities.

I-3 A TCTM, including a contractor or Judge who is aware of, or who is the subject of discrimination, retaliation, or harassment has an obligation to immediately report it to the court.

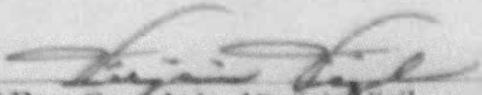
I-4 TCTMs are prohibited from having any undue familiarity or relationship with any current or recently discharge DWI/Drug Court participant or their immediate family members to include domestic partners, etc. This prohibition includes and extends to any relationship that is outside of professional staffing, and includes any personal business or financial transaction. In communities where business relationships cannot be avoided, policy should include guidance on appropriate disclosures of the relationship, professional boundaries and the process by which decisions will be made if concern over a conflict of interest arises.

I-5 TCTMs are generally prohibited from giving or accepting gifts or gratuities from a current or former DWI/Drug Court participant or their immediate family members. Court policy and procedures should address how to handle potential exceptions to the general prohibition.

I-6 Court Policy should address business and personal relationships with former supervisors or their immediate family members, to include domestic partners, etc. Policy should define "former," clarification between being out of the treatment court program vs. being off probation altogether, and the amount of time post-program before a personal relationship is allowed, etc.

I-7 All TCTMs should cooperate fully with any inquiry or investigation in the event of an allegation of unlawful discrimination, retaliation, drug or alcohol use, and/or harassment, or any perceived violation of the code of conduct, professional decorum, policy and/or procedure. The court should also require contracted TCTMs to submit to drug or alcohol testing, upon reasonable suspicion of on-duty drug or alcohol use if the court has a reasonable suspicion drug or alcohol testing policy in place for its employees.

I-8 DWI/Drug Court participant handbooks should include a summary of the conduct expected of the TCTMs followed by this reporting statement *"If you are aware of any of these violations, please report it to a treatment court team member as soon as possible, or to the statewide Treatment Court Program Manager by phone at 505-827-4800."*


DWI Drug Court Judge Virginia Vigil

Date

11/3/21

City of Santa Fe

Jarel Lapan-Hill, City Manager


Date

Attest:

Kristine Bustos Mihelcic, City Clerk

Date

City Attorney's Office:



Kyle Hibner, City Prosecutor

Date

11/17/21

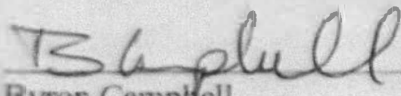
David Thomas, Defense Counsel

Date


Valerie Hutt,
DWI Drug Court Coordinator-Case Manager

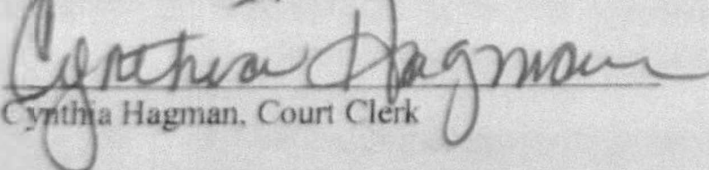
Date

11/4/21


Byron Campbell,
Santa Fe Police Department Liason

Date

11/18/21


Cynthia Hagman, Court Clerk

Date

11/4/21


DWI/Drug Court Judge Virginia Vigil

4/3/21
Date

City of Santa Fe:


Jarel LaPan Hill (Jan 3, 2022 16:04 MST)

Jan 3, 2022

City Manager

Date

Attest:


Kristine Bustos Mihelcic, City Clerk XIV

Jan 3, 2022

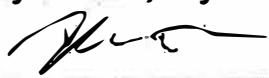
Date

City Attorney's Office:


Kyle Hibner, City Prosecutor


11/17/21

Date


David Thomas, Defense Counsel

12/13/2021

Date


Valerie Hutt,
DWI Drug Court Coordinator-Case Manager

11/9/21
Date

Byron Campbell,
Santa Fe Police Department Liason

Date


Cynthia Hagman, Court Clerk

11/4/21
Date